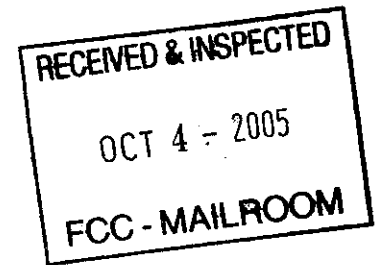




September 30, 2005

VIA FEDERAL EXPRESS DELIVERY SERVICE
TRACKING NUMBER 8533 2831 9632



Commission Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

DOCKET FILE COPY ORIGINAL

Re: Comments of Trans National Communications International, Inc. ("TNCI") in DA 05-2474 – WC Docket No. 05-264 – In the Matter of Domestic Section 214 Application Filed for Transfer of Control of Red River Networks, LLC to NOSVA Limited Partnership

Dear Sir or Madam:

Transmitted herewith on behalf of TNCI, please find the Company's comments in the above-referenced and styled proceeding before the Federal Communications Commission ("FCC").

TNCI sincerely appreciates the FCC's time and attention to in this matter. Please direct any questions to the undersigned at (617) 369-1163.

Respectfully submitted,

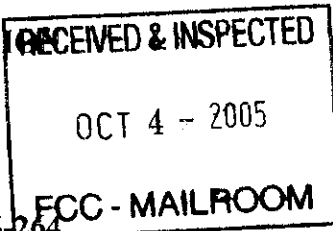
Cameron C. Nance
Regulatory & Governmental Affairs
TNCI

Enclosure/stated

cc: Phillips, McFall, McCaffrey, McVay & Murrah, P. C.
Best Copy and Printing, Inc., FCC Duplicating Contractor
Ms. Tracey Wilson-Parker, Competition Policy Division, Wireline Competition Bureau, FCC
Mr. Adam Kirschenbaum, Competition Policy Division, Wireline Competition Bureau, FCC
Ms. Renee Crittendon, Competition Policy Division, Wireline Competition Bureau, FCC
Susan O'Connell, Policy Division, International Bureau, FCC
Mr. James Bird, Office of General Counsel, FCC

No. of Copies rec'd 0
List A B C D E

BEFORE THE FEDERAL COMMUNICATIONS COMMISSION



IN THE MATTER OF THE DOMESTIC §
SECTION 214 APPLICATION FILED §
FOR TRANSFER OF CONTROL §
OF RED RIVER NETWORKS, LLC §
TO NOSVA LIMITED PARTNERSHIP §

DA 05-2474

WC Docket No. 05-264

COMMENTS OF TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.
CERTIFICATE OF SERVICE

NOW COMES TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC., ("TNCI" or "The Company") by and through its undersigned representative and herein affirms that on September 30, 2005, pursuant to rules of the Federal Communications Commission ("FCC"), TNCI posted to the United States Postal Service a true and correct copy of the Company's comments in the above-styled proceeding for delivery to the below-noted recipients.

1. FCC duplicating contractor, Best Copy and Printing, Inc., 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554.
2. Ms. Tracey Wilson-Parker, Competition Policy Division, Wireline Competition Bureau, FCC, 445 12th Street, S.W., Room 5-C212, Washington, D. C. 20554
3. Mr. Adam Kirschenbaum, Competition Policy Division, Wireline Competition Bureau, FCC, 445 12th Street, S.W., Room 5-C211, Washington, D. C. 20554
4. Ms. Renee Crittendon, Competition Policy Division, Wireline Competition Bureau, FCC, 445 12th Street, S.W., Room 5-C311, Washington, D. C. 20554
5. Susan O'Connell, Policy Division, International Bureau, FCC, 445 12th Street, S.W., Room 7-B544, Washington, D.C. 20554
6. Mr. James Bird, Office of General Counsel, FCC, 445 12th Street, S.W., Room 8-C824, Washington, D.C. 20554

CERTIFICATE OF SERVICE AFFIRMED this 30th day of September, 2005 in the state of Massachusetts, Suffolk County.


CAMERON C. NANCE

Regulatory & Governmental Affairs

Trans National Communications International, Inc.

2 Charlesgate West

Boston, Massachusetts 02215

(617) 369-1163 – Office ? (617) 369-1187 – Fax

cnance@tncii.com – Email ? <http://www.tncii.com> – Internet

BEFORE THE FEDERAL COMMUNICATIONS COMMISSION

RECEIVED & INSPECTED

OCT 4 - 2005

FCC - MAILROOM

IN THE MATTER OF THE DOMESTIC §
SECTION 214 APPLICATION FILED §
FOR TRANSFER OF CONTROL §
OF RED RIVER NETWORKS, LLC §
TO NOSVA LIMITED PARTNERSHIP §

DA 05-2474

WC Docket No. 05-264

COMMENTS OF TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.

NOW COMES TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC., ("TNCI" or "The Company") by and through its undersigned representative and herein files comments in the above-referenced and styled Federal Communications Commission ("FCC") proceeding. To wit, The Company opposes RED RIVER NETWORKS, LLC's ("RED RIVER") transfer of control to NOSVA LIMITED PARTNERSHIP ("NOSVA") for the following reasons:

I.

On December 16, 2003, TNCI filed a lawsuit against RED RIVER in the United States District Court for the Western District of Oklahoma, Case No. CIV-03-1707-R, styled *Trans National Communications International, Inc. v. Red River Networks, LLC et al* (a copy of which is attached hereto) seeking to recover damages in excess of \$468,252.09 for successor liability, fraudulent transfers and wrongful distributions to managers, and seeking to pierce the corporate veil for personal liability against CHARLES DOBBINS, IV, DANNY BANNISTER and JAMES BANNISTER (collectively DEFENDANTS). Pursuant to a subsequent SETTLEMENT CONFERENCE ORDER (attached hereto), issued on September 22, 2004, by the HONORABLE DAVID L. RUSSELL, United States District Judge in CIV-03-1707-R, TNCI reached a SETTLEMENT AGREEMENT with RED RIVER that provided for RED RIVER's

redress of injuries TNCI sustained as described in pleadings in CIV-03-707-R. Please note that due to confidentiality constraints inherent in the SETTLEMENT AGREEMENT, TNCI has not attached it hereto; however, if afforded confidential treatment by the FCC, TNCI will immediately furnish the SETTLEMENT AGREEMENT to the FCC. On April 20, 2005, PHILLIP JOSEPHSON, Vice President and General Counsel for TNCI notified RED RIVER of RED RIVER's breach of the SETTLEMENT AGREEMENT (breach correspondence is attached hereto and includes facsimile transmittal confirmation receipts to DEFENDANTS). Therefore, in consideration of RED RIVER's, and DEFENDANTS' breach of the SETTLEMENT AGREEMENT, TNCI urges the FCC to deny RED RIVER's request in DA 05-2474, WC Docket No. 05-264 because it represents a *de facto* attempt to frustrate Justice by enabling RED RIVER to avoid its legally binding obligations to TNCI as contained in the SETTLEMENT AGREEMENT arising from CIV-03-1707-R.

II. PRAYER

TNCI PRAYS the FCC will grant the relief TNCI herein requests and deny RED RIVER's application to transfer assets to NOSVA. TNCI further prays for other such equitable relief the FCC may determine is Just, reasonable, and appropriate in this matter.

Respectfully submitted,



CAMERON C. NANCE

Regulatory & Governmental Affairs
Trans National Communications International, Inc.
2 Charlesgate West
Boston, Massachusetts 02215
(617) 369-1163 – Office / (617) 369-1187 – Fax
cnance@tncii.com – Email / <http://www.tncii.com> – Internet

TNCI LAWSUIT FILED AGAINST RED RIVER LLC

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

FILED

DEC 16 2003

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY _____ DEPUTY

1) TRANS NATIONAL COMMUNICATIONS)
INTERNATIONAL, INC., a Delaware)
Corporation,)

Plaintiff,)

vs.)

Case No. _____

2) RED RIVER NETWORKS, L.L.C., an)
Oklahoma Limited Liability Company;)
3) CHARLES DOBBINS, IV, an individual;)
4) DANNY BANNISTER, an individual; and)
5) JAMES BANNISTER, an individual,)

Defendants.)

COMPLAINT

Plaintiff, Trans National Communications International, Inc. ("Plaintiff") for its claims against the Defendants, Red River Networks, L.L.C., an Oklahoma limited liability company, ("Red River"), Charles Dobbins, IV ("Dobbins"), Danny Bannister ("D. Bannister"), and James Bannister ("J. Bannister") (collectively "Defendants"), alleges and states as follows:

PARTIES

1. Plaintiff is a corporation incorporated under the laws of the State of Delaware having its principal place of business in the State of Massachusetts.

2. Red River is a limited liability company created under the laws of the State of Oklahoma having its principal place of business in the State of Oklahoma. Red River is a wholly owned subsidiary of Diditz, a Delaware corporation. Diditz has approximately fifty (50) shareholders, including the limited liability companies owned by Dobbins, D. Bannister and J. Bannister.

3. Dobbins is an individual residing in the State of Oklahoma. He is a principal of Natel, L.L.C. ("Natel"), an Oklahoma limited liability company, and is the Vice President of Red River, successor company in liability to Natel.

4. D. Bannister is an individual residing in the State of Texas. He is a principal of Natel, and is the Chief Executive Officer of Red River, successor company in liability to Natel. He is also the CEO of Diditz.

5. J. Bannister is an individual residing in the State of Oklahoma. He is a principal of Natel, and is the President of Red River, successor company in liability to Natel.

JURISDICTION/VENUE

6. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332.

7. The matter in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

STATEMENT OF FACTS

9. Natel provided services through the manufacture and distribution and sale of pre-paid phone cards ("Phone Cards"). The Phone Cards manufactured by Natel were sold by a distributor to an end-user ("End-User"), who in turn would access the Phone Cards through the use of toll free numbers ("Toll Frees") and personal identification numbers ("PIN").

10. Natel utilized sophisticated control software and telecommunications platform in order to track the minutes used by each specific PIN number. The number of minutes used by the End-User would be deducted from the Phone Card. In some instances, the End-User may have the ability to "recharge" his or her Phone Card, usually by billing the additional credit to his or her credit card.

11. Natel purchased telecommunication services from entities, including Plaintiff, and utilized these services as the underlying telecommunications network for the Phone Cards. Natel purchased the telecommunication services from various entities ("Service Providers") and through the use of sophisticated telecommunication equipment ("Switches"), Natel was able to direct the traffic to the least-cost-provider. By utilizing multiple Service Providers, Natel could provide underlying network services for the Phone Cards in the event one of the Service Providers terminated service to Natel for non-payment. Natel allowed other entities that it was affiliated with to make use of the telecommunication services Natel was receiving from Service Providers. This wrongful practice allowed Natel to increase profit margin.

12. Plaintiff provides domestic interstate telecommunications services on a resold basis to the public pursuant to the Trans National Communications International, Inc. Tariff F.C.C. No. 1 (the "Tariff").

13. On or about September 27, 2002, Natel delivered to Plaintiff an executed Letter of Authorization ("LOA") wherein it requested certain domestic interstate telecommunication services ("Telecommunication Services").

14. Plaintiff provided Telecommunication Services to Natel pursuant to the terms and conditions of the LOA and Tariff.

15. On or about January 5, 2003, Plaintiff submitted Invoice No. 574062 to Natel in the amount of Two Hundred Fifty-Nine Thousand Five Hundred Sixty-Eight Dollars and Seventy-Eight Cents (\$259,568.78) for Telecommunication Services provided by Plaintiff to Defendant during the month of December, 2002. Payment on the account was due on or before January 26, 2003.

16. On or about January 31, 2003, Plaintiff received payment on Invoice No. 574062 from Natel and credited its account in the amount of Ten Thousand Dollars (\$10,000.00).

17. During the month of January, 2003, Natel incurred additional charges of Two Hundred Eighteen Thousand Five Hundred Fifty-Eight Dollars and Seventy-Eight Cents (\$218,558.78) for Telecommunication Services provided by Plaintiff.

18. On or about February 4, 2003, Plaintiff submitted Invoice No. 603565 to Natel in the amount of Four Hundred Sixty-Eight Thousand One Hundred Twenty-Seven Dollars and Fifty-Six Cents (\$468,127.56) for Telecommunication Services provided by Plaintiff to Natel during the months of December, 2002 and January, 2003. Payment on the account was due on or before February 25, 2003. No payments were received on Invoice No. 603565.

19. During the month of February, 2003, Natel incurred additional charges of One Hundred Twenty-Four Dollars and Forty-Nine Cents (\$124.49) for Telecommunication Services provided by Plaintiff.

20. In late January or early February, 2003, Natel ceased operations under the "Natel" trade name. Natel was insolvent and unable to pay its creditors. However, despite its insolvency, Dobbins, D. Bannister and J. Bannister continued to receive distributions as the principals of Natel.

21. In February 2003, Defendants transferred Natel's telecommunications platform to Red River allowing a seamless transfer of operations from Natel to Red River.

22. On or about March 4, 2003, Plaintiff submitted Invoice No. 628521 to Natel in the amount of Four Hundred Sixty-Eight Thousand Two Hundred Fifty-Two Dollars and Five Cents (\$468,252.05) for Telecommunication Services provided by Plaintiff to Natel during the

months of December, 2002 and January and February, 2003. Payment on the account was due on or before March 25, 2003. No payments were received on Invoice No. 628521.

23. In April, 2003, Plaintiff filed a lawsuit against Natel. On April 16, 2003, Natel was properly served with a copy of the Summons and Complaint by serving Managers J. Bannister and Dobbins. On April 25, 2003, Natel's registered service agent, Charles Taylor, was served with a copy of the Summons and Complaint.

24. On June 16, 2003, Plaintiff received judgment against Natel in the amount of \$468,252.09, plus post judgment interest, reasonable attorney's fees and costs.

FIRST CLAIM FOR RELIEF
(Successor Liability)

25. Plaintiff, for its first claim for relief against Defendant Red River adopts, restates and incorporates by reference all of the preceding allegations of this Complaint.

26. On or about December 2, 2002, Red River was created by acquiring two entities, Zenex Communications ("Zenex") and DST Telecommunications ("DST") and by acquiring Natel's assets.

27. By the acquisition of the Zenex assets, Red River operates as a long distance provider.

28. By the acquisition of the Natel assets, Red River provides a Phone Card service.

29. By the acquisition of the DST assets, Red River accesses a large Phone Card distribution channel, including Phone Card vending machines.

30. Natel wrongfully transferred Toll Freees to the Red River platform. Natel's transfer of Toll Freees was successfully completed by an individual that was employed by Natel and that is now employed by Red River. Because this employee was able to initiate and accept the transfer of Toll Freees from Natel to Red River, the transfer went unnoticed by Service

Providers, including Plaintiff. The transfer of Toll Free provided for the continuous use of the Phone Cards by End Users without an interruption in service.

31. Natel "Phone Cards" remain in the marketplace and are now being serviced by Red River. In some instances, End Users are able to recharge Phone Cards usually by billing the additional credit to his or her credit card. Red River is now the recipient of revenue generated by a recharged Phone Card.

32. Red River's Phone Card operation requires sophisticated switching equipment (the "Switch"). Red River, despite not being capitalized, has a point-of-sale-activation Switch. This Switch is the same the point-of-sale-activation Switch previously utilized by Natel.

33. In mid-January, 2003, under the cover of night, Dobbins, J. Bannister and D. Bannister, all principals of Natel and Red River, wrongfully transferred Switches and other telecommunication equipment from its Texas location to Oklahoma City, Oklahoma.

34. Red River continued Natel's operations through use of Natel's telecommunications platform, switch and software.

35. In addition to the transfer of assets and business from Natel to Red River, Natel and Red River share common identity of principals and key employees. David Bozalis, accountant for Natel, provides customer service personnel to Red River through his staffing company. Bryant Ingram, the developer of the control software for Natel, is employed by Red River and develops and manages essentially the same software. Dale Mitchell, a business and financial consultant for Natel, also acts as a consultant for Red River.

36. Natel and Red River also have common identity of principals. J. Bannister, principal of Natel, is now the president of Red River. Dobbins, principal of Natel, is now vice

president of Red River. D. Bannister, principal of Natel, is now Chief Executive Officer ("CEO") of Diditz, the group that owns Red River.

37. Red River provides and sells Natel services through its distributors. Plaintiff purchased a calling card through a Red River distributor but received a Natel calling card. The revenue generated by the purchase of the calling card went to Red River.

38. For the blatant purpose of hindering, delaying and defrauding Natel's creditors, including Plaintiff, Natel ceased operations under the Natel trade name in January, 2003 and, through a scheme developed and implemented by Dobbins, J. Bannister and D. Bannister, wrongfully transferred Natel's assets including, but not limited to, the control software and telecommunications platform, the customer base and at least one of the Switches to Red River. Natel did not receive adequate consideration or compensation for the transfer of assets and operations to Red River.

39. Red River is the mere continuation of Natel. Red River is therefore liable as successor company for Natel's debts.

SECOND CLAIM FOR RELIEF
(Pierce Corporate Veil)

40. Plaintiff, for its second claim for relief against Defendants adopts, restates and incorporates by reference all of the preceding allegations of this Complaint.

41. Natel is the alter ego and mere instrumentality of the Defendants, J. Banister, D. Bannister and Dobbins.

42. Natel's finances were not separate from the individual finances of the Defendants as Dobbins, J. Bannister and D. Bannister regularly commingled personal assets with Natel's assets. Dobbins, J. Bannister and D. Bannister often paid for personal obligations from Natel's

assets and Natel's obligations were paid by J. Bannister, D. Bannister and Dobbins' personal accounts.

43. Dobbins, J. Bannister and D. Bannister often used their personal American Express cards to pay Natel's operating expenses. Natel's corporate debt was consolidated with Dobbins', J. Bannister's and D. Bannister's personal debt in a work-out and settlement agreement with American Express in May, 2002. The payments on the work-out and settlement agreement were paid out of Natel's bank accounts and assets.

44. Furthermore, Dobbins, J. Bannister and D. Bannister, Natel's principals, through their family limited liability corporations, jointly entered into loan transactions with Republic Bank in Norman, Oklahoma to infuse additional monies into Natel.

45. Dobbins, J. Bannister and D. Bannister assigned priority to those obligations that they personally guaranteed and paid them before Natel's creditors.

46. Despite Natel's insolvency and failure to pay creditors, Natel continued to pay distributions to its principals, Dobbins, J. Bannister and D. Bannister.

47. Defendant Red River is also the alter ego and mere instrumentality of Natel.

48. Red River and Natel have common principals and Red River continued Natel's operations through use of Natel's assets, including but not limited to, the telecommunications platform, software, switches, customer base and employees.

49. Therefore, Defendants Dobbins, J. Bannister, D. Bannister and Red River are liable for Natel's debts.

THIRD CLAIM FOR RELIEF
(Liability for Distributions Made)
(Against Dobbins, J. Bannister and D. Bannister)

50. Plaintiff, for its third claim for relief against Defendants, Dobbins, D. Bannister and J. Bannister, adopts, restates and incorporates by reference all of the preceding allegations of this Complaint.

51. The distributions were made despite the fact that the total of Natel's liabilities outweighed the total of its assets.

52. Therefore, under 18 O.S. §2030, Defendants J. Bannister, D. Bannister and Dobbins are liable to Natel for the amount of those distributions and Plaintiff is entitled to receipt of the amount of the wrongful distributions as a judgment creditor of Natel.

FOURTH CLAIM FOR RELIEF
(Fraudulent Transfer)

53. Plaintiff, for its fourth claim for relief against Defendants, Dobbins, D. Bannister and J. Bannister, adopts, restates and incorporates by reference all of the preceding allegations of this Complaint.

54. Natel, through Defendants, transferred substantially all of its assets to Red River and out of the reach of its creditors with actual intent to hinder, delay and defraud creditors. Defendants concealed the transfer of its assets from Natel to Red River.

55. At the time Defendants transferred Natel's assets and operations to Red River, Natel was insolvent and unable to pay its debts as they became due.

56. Natel became indebted to Plaintiff in January of 2003. Defendants transferred Natel's assets and operations to Red River in February of 2003.

57. Therefore, under 24 O.S. §119, the transfer of assets to Red River may be avoided to the extent necessary to satisfy Plaintiff's claim.

58. WHEREFORE, Plaintiff Trans National Communications International, Inc. respectfully requests this Court grant it judgment against Defendant Red River for damages in the amount of Four Hundred Sixty-Eight Thousand Two Hundred Fifty-Two Dollars and Five Cents (\$468,252.05), and against Chad Dobbins, James Bannister, and Danny Bannister for damages in the amount of Four Hundred Sixty-Eight Thousand Two Hundred Fifty-Two Dollars and Five Cents (\$468,252.05), plus prejudgment interest, post-judgment interest, a reasonable attorneys' fee, all costs of this action and such other and further relief to which Plaintiff Trans National Communications International, Inc. may be entitled.

Respectfully Submitted,



Marc Edwards, OBA #10281
Melvin R. McVay, Jr., OBA #6096
Vickie J. Buchanan, OBA #18345
Phillips McFall McCaffrey McVay
& Murrah, P.C.
Twelfth Floor, One Leadership Square
211 N. Robinson,
Oklahoma City, OK 73102
(405) 235-4100; (405) 235-4133 (fax)
Attorneys for Plaintiff

SETTLEMENT CONFERENCE ORDER

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

TRANS NATIONAL)	
COMMUNICATIONS,)	
)	
Plaintiff,)	
)	
v.)	CIV-03-1707-R
)	
RED RIVER NETWORKS, et al.,)	
)	
Defendant.)	

SETTLEMENT CONFERENCE ORDER

The following are *mandatory* guidelines for the parties in preparing for the settlement conference.

1. **PURPOSE OF CONFERENCE**: The purpose of the settlement conference is to permit an informal discussion between the attorneys, parties, non-party indemnitors or insurers, and the settlement judge of every aspect of the lawsuit. This process provides the advantage of permitting the settlement judge to privately express his or her views concerning the parties' claims. The settlement judge may, in his or her discretion, converse with the lawyers, the parties, the insurance representatives or any one of them outside the hearing of the others. The settlement conference provides the parties with an enhanced opportunity to settle the case, due to the assistance rendered by the settlement judge.

2. **FULL SETTLEMENT AUTHORITY REQUIRED**: In addition to lead counsel who will try the case, a person with full settlement authority *must* be present for the conference. This requires the presence of your client or clients or, if a corporation or governmental entity, an authorized representative of your client, who is not a lawyer who has entered an appearance in the case. A business decision-maker with a law degree, who has not entered an appearance, may be the designated person with settlement authority.

For a defendant, such representative *must* have final settlement authority to commit the corporate or governmental entity to pay, *in the representative's discretion*, a settlement amount recommended by the settlement judge up to the plaintiff's prayer or up to the plaintiff's last demand, whichever is *lower*.

For a plaintiff, such representative *must* have final settlement authority, *in the representative's discretion*, to authorize dismissal of the case with prejudice, or to accept a settlement amount recommended by the settlement judge down to the defendant's last offer.

The purpose of this requirement is to have representatives present who can settle the case during the course of the conference without consulting a superior.

3. **EXCEPTION WHERE BOARD APPROVAL REQUIRED:** If Board approval is required to authorize settlement, attendance of the entire Board is requested. The attendance of at least one sitting member of the Board (preferably the Chairman) is *absolutely required*.

4. **APPEARANCE WITHOUT CLIENT PROHIBITED:** Counsel appearing without their client (whether or not you have been given full settlement authority) will cause the conference to be canceled and rescheduled and may result in the imposition of sanctions.

5. **AUTHORIZED INSURANCE REPRESENTATIVE(S) REQUIRED:** Any insurance company that (1) is a party, (2) can assert that it is contractually entitled to indemnity or subrogation out of settlement proceeds, or (3) has received notice or a demand pursuant to an alleged contractual requirement that it defend or pay damages, if any, assessed within its policy limits in this case, must have a *fully authorized* settlement representative present at the conference. Such representative *must* have final settlement authority to commit the company to pay, *in the representative's discretion*, an amount recommended by the settlement judge within the policy limits.

The purpose of this requirement is to have an insurance representative present who can settle any outstanding claim or claims during the course of the conference without consulting a superior. An insurance representative authorized to pay, in his or her discretion, up to the plaintiff's last demand will also satisfy this requirement.

6. **ADVICE TO NON-PARTY INSURANCE COMPANIES REQUIRED:** Counsel of record will be responsible for timely advising any involved non-party insurance company of the requirements of this Order.

7. **SETTLEMENT CONFERENCE STATEMENT REQUIRED:** One copy of each party's settlement conference statement, *must be submitted* no later than **12:00 Noon, October 14, 2004**, directly to the settlement judge at the address below. The settlement conference statement *should not be filed* and will not be made part of the case file.

Magistrate Judge Gary Purcell
Room 2006, United States Courthouse
200 NW 4th Street
Oklahoma City, OK 73102

The settlement conference statement should set forth the relevant positions of the parties concerning factual issues, legal issues, damages, and the settlement negotiation history of the case, including a recitation of any specific demands and offers that may have been conveyed.

Copies of your settlement conference statement are to be promptly transmitted to all counsel of record.

The settlement conference statement may not exceed five (5) pages in length. Lengthy appendices should not be submitted. Pertinent evidence to be offered at trial, if thought particularly relevant, should be brought to the settlement conference for presentation to the settlement judge.


8. **CONFIDENTIALITY STRICTLY ENFORCED**: Neither the settlement conference statements nor communications of any kind occurring during the settlement conference can be used by any party with regard to any aspect of the litigation or trial of the case. Strict confidentiality shall be maintained with regard to such communications by both the settlement judge and the parties.

9. **SETTING**: The settlement conference is set before **United States Magistrate Judge Gary Purcell at 10:00 a.m., October 19, 2004**. Settlement conference attendees should report to the Magistrate Judge's chambers which are located in Room 2006 of the U.S. Courthouse, 200 N.W. 4th Street, Oklahoma City, Oklahoma.

10. **NOTIFICATION OF PRIOR SETTLEMENT REQUIRED**: In the event a settlement between the parties is reached before the settlement conference date, the parties are to notify the settlement judge immediately.

11. **CONSEQUENCES OF NON-COMPLIANCE**: Upon certification by the settlement judge of circumstances showing non-compliance with this Order, the assigned trial judge may take any corrective action permitted by law. Such action may include contempt proceedings and/or assessment of costs, expenses and attorney fees, together with any additional measures deemed by the Court to be appropriate under the circumstances.

ENTERED this 22nd day of September, 2004.


DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

cc: ALL COUNSEL OF RECORD.

SETTLEMENT AGREEMENT BREACH CORRESPONDENCE

THE FOLLOWING
IS A SUMMARY
OF THE INFORMATION

IN THIS DOCUMENT
AND IS NOT A
SUBSTITUTE FOR THE
FULL DOCUMENT

PHONE 617.369.1070
FAX 617.369.1105
EMAIL piosephson@tnci.com



VIA FACSIMILE DELIVERY
April 20, 2005

Red River
c/o Chad Dobbins
201 Robert S. Kerr
Suite 500
Oklahoma City, OK 73102

Re: Trans National Communications International, Inc. v. Red River, et al

Dear Chad -

Pursuant to the Settlement Agreement between the Plaintiff and Defendants in the above-styled matter, TNCI is to receive payment on or about the 19th day of each month. I have been advised that TNCI has not received payment this month. Therefore, by way of this letter, TNCI is giving notice of breach to Red River and all Defendants.

Please let me know if payment has been sent (via wire) or when TNCI can anticipate payment.

Sincerely,
TRANS NATIONAL COMMUNICATIONS
INTERNATIONAL INC.

Philip Josephson

Cc: J. Bannister (via Fax to Red River)
D. Bannister (via Fax to Red River)
Mitch Blackburn, Esq. (via Fax)
Red River (via Fax)



TNCI

2 CHARLES GATE WEST
BOSTON, MA 02215

FACSIMILE TRANSMITTAL SHEET

TO:

Chad Dobbins

FROM:

Philip Josephson

COMPANY:

Red River

DATE:

4/20/2005

FAX NUMBER:

~~405-111-1111~~ 405-234-2118

FAX NUMBER: 617-369-1119

PHONE NUMBER:

PHONE NUMBER: 617-369-1023

RE:

TNCI v. Red River, et al

TOTAL NO. OF PAGES INCLUDING COVER:

2

☐ URGENT

☐ FOR REVIEW

☐ PLEASE COMMENT

☐ PLEASE REPLY

☐ PLEASE RECYCLE

NOTES/COMMENTS:

TRANSMISSION VERIFICATION REPORT

TIME : 04/20/2005 10:28
NAME :
FAX : 6173691111
TEL : 6173691111
SER.# : BROF3J503954

DATE, TIME	04/20 10:28
FAX NO./NAME	914052362118
DURATION	00:00:28
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM



TNCI

2 CHARLESGATE WEST
BOSTON, MA 02215

FACSIMILE TRANSMITTAL SHEET

TO
Mitchell Blackburn, Esq.

FROM:
Philip Josephson

COMPANY:
Connor & Winters

DATE:
4/20/2005

FAX NUMBER:
405.232.2695

FAX NUMBER: 617-369-1119

PHONE NUMBER:

PHONE NUMBER: 617-369-1023

RE
TNCI v. Red River, et al

TOTAL NO. OF PAGES INCLUDING COVER:
2

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

TRANSMISSION VERIFICATION REPORT

TIME : 04/20/2005 09:54
NAME :
FAX : 6173691111
TEL : 6173691111
SER.# : BROF3J503954

DATE, TIME	04/20 09:53
FAX NO./NAME	914052322695
DURATION	00:00:18
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM



TNCI

2 CHARLES GATE WEST
BOSTON, MA 02215

FACSIMILE TRANSMITTAL SHEET

TO:
Controller

FROM:
Philip Josephson

COMPANY
Red River

DATE
4/20/2005

FAX NUMBER:
405.111.1111 905.236.2118

FAX NUMBER: 617-369-1119

PHONE NUMBER:

PHONE NUMBER: 617-369-1023

RE:
TNCI v. Red River, et al

TOTAL NO. OF PAGES INCLUDING COVER:
2

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

TRANSMISSION VERIFICATION REPORT

TIME : 04/20/2005 10:31
NAME :
FAX : 6173691111
TEL : 6173691111
SER.# : BROF3J503954

DATE, TIME	04/20 10:30
FAX NO./NAME	914052362118
DURATION	00:00:28
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM



2 CHARLES GATE WEST
BOSTON, MA 02215

FACSIMILE TRANSMITTAL SHEET

TO:
J. "Woody" Bannister

FROM:
Philip Josephson

COMPANY:
Red River

DATE:
4/20/2005

FAX NUMBER:
405.HH.HH 405.236.2118

FAX NUMBER: 617-369-1119

PHONE NUMBER:

PHONE NUMBER: 617-369-1023

RE:
TNCI v. Red River, et al

TOTAL NO. OF PAGES INCLUDING COVER:
2

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NOTES/COMMENTS:

TRANSMISSION VERIFICATION REPORT

TIME : 04/20/2005 10:33
NAME :
FAX : 6173691111
TEL : 6173691111
SER.# : BROF3J503954

DATE, TIME	04/20 10:32
FAX NO./NAME	914052362118
DURATION	00:00:28
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM



TNCI

2 CHARLESGATE WEST
BOSTON, MA 02215

FACSIMILE TRANSMITTAL SHEET

TO:
Danny Bannister

FROM:
Philip Josephson

COMPANY
Red River

DATE:
4/20/2005

FAX NUMBER:
~~405.111.1111~~ 405-236-2118

FAX NUMBER: 617-369-1119

PHONE NUMBER:

PHONE NUMBER: 617-369-1023

RE:
TNCI v. Red River, et al

TOTAL NO. OF PAGES INCLUDING COVER:
2

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

TRANSMISSION VERIFICATION REPORT

TIME : 04/20/2005 10:35
NAME :
FAX : 6173691111
TEL : 6173691111
SER.# : BROF3J503954

DATE, TIME	04/20 10:34
FAX NO./NAME	914052362118
DURATION	00:00:28
PAGE(S)	02
RESULT	OK
MODE	STANDARD
	ECM